

**COUNTY OF YORK, VIRGINIA**  
**INVITATION FOR BIDS**  
**IFB**

Issue Date: September 15, 2006

IFB #: 1534

Title: Landscape Enhancements: Merrimac Trail (Route 143)/  
Second Street (Route 162)

Classification Code: 98852

Issuing Agency: County of York, Virginia  
Central Purchasing  
120 Alexander Hamilton Blvd  
P.O. Box 532  
Yorktown, Virginia 23690

Using Agency General Services Department  
Ground Maintenance Division  
P O Box 532  
Yorktown, Virginia 23690

Location Where Work Route 143 (Merrimac Trail)/  
Route 162 (Second Street)  
Will Be Performed: York County, Virginia

Sealed Bids Will Be Received Until **10:00A.M. on Thursday, October 5, 2006.**  
All Inquiries for Information Should Be Directed To: Louise Stokes, CPPB, Buyer II,  
Central Purchasing Office, Telephone: (757)890-3680.

---

**SEND BIDS DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE.**

---

In Compliance With This Invitation for Bids And To All The Conditions Imposed Herein, The Undersigned Offers And Agrees to Furnish The Materials Described At the Prices Indicated In Section 12.0.

Name and Address of Firm:

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
Signature in Ink

\_\_\_\_\_

Type/Print: \_\_\_\_\_

\_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Federal Tax ID# \_\_\_\_\_

Facsimile No. \_\_\_\_\_

## 1.0 **PURPOSE:**

It is the express intent of this formal Invitation for Bids (IFB) to acquire a fully qualified Contractor, hereinafter the "Contractor" to provide Landscape Enhancements on the Public Rights of Way along Route 143 (Merrimac Trail) and Route 162 (Second Street) The City of Williamsburg line, to Penniman Road, for the County of York, Virginia, Department of General Services, Grounds Maintenance Division, hereinafter referred to as the "Owner".

The Owner reserves the right to award by item, groups of items or total bid: to reject any and all bids in whole or in part, and to waive any informality or technical defects if, in its judgment, the best interest of the Owner will be served.

## 2.0 **SCOPE OF WORK:**

The scope of work consists of furnishing all materials including, but not limited to mulch, plant materials, supplies, tools, equipment, labor, on-site supervision while work is being performed, insurance, site work, excavation, grading, drainage, erosion control, land restoration, soil testing, traffic control, and all else necessary for the planting of trees, shrubs, ground cover, annual and perennial flower, and bulbs, and maintaining the same for a one (1) year period following acceptance by Owner, as per the conditions set out in this IFB, the specifications and attached plans/drawings **Merrimac Trail/Second Street Landscape Corridor Plan** dated **Rev. July 2006** with numbered sheets 1-5, attached hereto and incorporated herein Section 6.0 is General Terms and Conditions.

## 2.1 **PRE-BID CONFERENCE:**

The Owner will arrange for a pre-bid conference to be held at **2:00 P.M., Friday, September 22, 2006**, at the General Services Office, 102 County Drive, Yorktown, Virginia 23692. The purpose for this conference will be to provide an overview of the project requirements and answer any questions about the IFB package. An opportunity to visit the sites included in this solicitation will be provided immediately following the pre-bid conference.

**Attendance at this conference is highly recommended for all interested parties.** Bring a copy of the solicitation with you. Any changes made, or additional information provided resulting from this conference would be issued in a written addendum to this solicitation.

## 2.2 **DRAWINGS:**

Landscape Service drawings for York County Route 143 Merrimac Trail/Route 162 Second Street, I numbered sheets 1-5, designed by K. Hall and dated July 2006.

## 3.0 **QUALITY ASSURANCE:**

1. **Miss Utility:** Prior to work commencement, the contractor is responsible for contacting Miss Utility, 1-800-552-7001, to locate all utility lines. Trees are to be located a minimum of 3' from utility lines. Fax the confirmation tickets from Miss Utility to Owner. On-site adjustments to plant locations (within the public right of way/property) may be necessary to avoid conflicts with utilities.
2. **Standard Landscape Specifications:** For plants installed in the County of York, all materials and labor shall be provided and installed in accordance with the **Standard**

**Landscape Specifications** as described in the **Plant Materials and Installation General Specifications for the County of York** (EXHIBIT A) attached hereto and incorporated herein.

3. **Maintenance Specifications:** All plant material and landscape beds shall be maintained in accordance with **Standard Landscape Specifications** as described in the **Landscape Maintenance Specifications for the County of York** (EXHIBIT B) attached hereto and incorporated herein.
4. **AAN Standards:** All plant materials shall conform to **American Association of Nurserymen's American Standard for Nursery Stock**, (most recent edition) and shall be full, healthy plants. Plant heights in relationship to caliper, plant heights in relationship to minimum width/height of foliage, spread of root systems, size of root balls and any other standards shall be in accordance with the AAN standard. All plants of each particular variety shall be reasonably uniform in size and configuration.
5. **Approval of Plant Material:** All plant material shall be subject to approval by Owner. Unsatisfactory plant material shall be rejected. Submittal of digital photos of plant materials is encouraged to determine that plant materials meet the minimum sizes and quality specified prior to shipping. **The contract manager either on the job site or at the Contractor's local facility shall inspect plants for size and quality before the plants are installed.**
6. **Plant Size:** Sizes specified in the plant list are minimum sizes to which the plants are to be judged. Failure to meet the minimum size on any plant may result in the rejection of that plant.
7. **Trees:** All new trees must have straight trunks with full symmetrical crowns and a single leader intact, unless multi-stemmed plants are specified. Bark shall be free of abrasions and all fresh cuts over 1-1/4 inch shall be calloused over. Trees will not be accepted which have had their leader cut or have had their leaders damaged so that cutting is necessary. Unless multi-stemmed trees are specified, trees with co-dominant leaders shall be rejected. Unless otherwise specified, all deciduous shade trees shall be free of branches up to five feet from the top of the root ball and 6-8' from the top of the root ball when tree is in or adjacent to walkways or pedestrian circulation. Trees shall be well branched with reasonably straight stems.
8. **Nursery Plants:** All nursery plants shall be freshly dug, sound, healthy, vigorous, well-branched and free of disease and insect eggs and larvae and shall have adequate root systems. Trees planted in rows shall be uniform in size and shape. Infested plants found during the job, shall be removed that day and replaced promptly with healthy specimens.
9. **Plant Measurements:** All plants shall equal or exceed the measurements specified in the "Plant List," Exhibit C that is the minimum acceptable sizes. Any necessary pruning shall be done at the time of planting and all plants shall be measured after pruning with branches in their normal position in accordance with the AAN's Standard.
10. **Container Grown Material:** All container grown material shall be healthy, vigorous, well-rooted plants and established in the container in which they are sold. The plants shall have tops which are good quality and are in a healthy growing condition.
11. **Timing of Installations:** In general, the majority of plant installations shall be scheduled to occur between **October 15th and May 1st**. Exceptions for seasonal color and other plantings may be permitted if authorized in writing by the contract manager(s) for each

locality and provisions are made to keep plants adequately watered during the hot/dry months.

12. **Plant Crown:** The Crown of all plants shall be higher (after settling) than adjacent soil. Contractor shall supply clean, sifted topsoil as necessary to install tree at the proper grade.
13. **Pruning at Time of Installation:** Contractor shall prune all plant materials as required to remove rank or dead growth and to yield a tidy appearance. Prune to promote a natural shape and growth habit for each plant species.
14. **Tags, twine, strapping:** Contractor shall completely removed and discarded off-site all materials removed from plants to include, but not limited to, tags, twine, strapping and wire. At least the top half of the wire basket and burlap shall be cut away and removed. The remaining burlap may be rolled back into the planting pit.
15. **Mycor™ Tree Saver:** Contractor shall follow manufacturer's recommendations and application method for trees and shrubs. General application rates are listed at one three-ounce (3oz.) package per one inch (1") of plant caliper. See Exhibit A, part 3 Execution, Section G. Mycor™ Tree Saver.
16. **Approval for Work Performed:** It is understood and agreed that the equipment, labor, supervision, materials, tools, supplies, service, and all else necessary shall be furnished and all work performed and completed under the direction and on-site supervision of the Contractor and is subject to the approval of the Owner or its authorized representative.
17. **Plant Replacements:** For plant replacements, the Contractor shall be responsible for the removal and off-site disposal, of the existing dead/dying plant and accompanying staking materials. Contractor shall supply clean, sifted topsoil as necessary to install new planting at the proper grade. All replacement plant material must conform to Section 3.2 Replacements.

### 3.1 **Guarantee:**

All equipment, labor, on-site supervision, materials, tools, supplies, service, and all else necessary furnished by the Contractor, and all construction and landscaping involved in this bid shall be guaranteed by the Contractor free from disease or infestation, defects owing to faulty materials, or workmanship within a minimum period of **one year after date of final project acceptance**. The Contractor shall provide /insect/disease control and additional watering as necessary throughout the **one-year warranty** period to achieve moderate growth during the first year of establishment. Plant materials shall be replaced if fifty percent (50%) or more of the above ground portion is dead, dying, diseased, damaged, or infested. **Dead plants are to be removed from the job site weekly and replaced as soon as the weather/season permits. (Plants damaged by vehicles will be removed within twenty-four (24) hours from receiving notification, and will be replaced at the Owners expense, as soon as the weather/season permits).** The Contractor free of cost to the Owner shall replace all work, which proves defective, by reason of faulty material or workmanship within a period of one year. **If plants are installed during the dormant months (Oct.15<sup>th</sup>-May1st), the warranty period shall extend past the initial year, through the second spring emergent period, lasting minimally until May 15<sup>th</sup>, and until all plants have successfully shown signs of adequate regeneration and new growth.**

- a. Contractor shall provide weed/insect/disease control, pruning, etc. and additional watering as necessary throughout the warranty period to achieve moderate growth during

the first year of establishment.

- b. Plant materials shall be replaced if fifty percent (50%) or more of the above ground portion is dead, dying, diseased, damaged, or infested as determined by the Owner.
- c. Dead plants are to be removed from the job site weekly, with notification to the Owner or such removals, and replaced as soon as the weather/season permits.
- d. Plants damaged by vehicles will be removed within twenty-four (24) hours from receiving notification, and will be replaced at the Owners expense, as soon as the weather/season permits.

### 3.2 **Replacements:**

Prior to the conclusion of the guarantee period, the Project Coordinator will make an inspection. The Contractor shall submit a written notice requesting such inspection at least three (3) days before the anticipated date. Any plant required under this contract that is dead, is in an unhealthy, unsightly, or badly impaired condition, as determined by the Owner, shall be removed from the site. These plants shall be replaced as soon as it is reasonably possible, at no additional cost to Owner. All replacement plants shall be plants of the same kind and size as specified in the Plant List. No replacement shall be made in any season definitely unfavorable for planting (May 1- October 15), unless agreed by both parties. **Contractor shall provide one-year (1) minimum (see exception for dormant months above) guarantee on any and all replacement plants as set forth in Section 3.1.**

- a. Replanting or re-staking, when resulting from site disturbance by others, shall be at an additional charge.
- b. **Materials and Operations.** All replacements shall be plants of the same kind and size as specified in the Plant List or Plan. They shall be furnished and planted as specified in the planting details D-1 and D-2 and in Exhibit A, Section A.9 Installation.
- c. **Removal & Disposal:** For plant replacements, the Contractor shall be responsible for the removal and off-site disposal, of the existing dead/dying plant and accompanying staking materials at an appropriate refuse center/landfill at the Contractor's expense. Contractor shall supply clean, sifted topsoil as necessary to install new planting at the proper grade or to bring vacant planting pit to positive grade.
- d. At the conclusion of the guarantee period, the Contactor **shall remove/add the following landscape construction materials** and discard/recycle off-site at the Contractor's expense:
  - 1. All above ground tree stabilization/protection products such as stakes, wires, nylon strap and protective fencing from trees, silt fencing etc.
  - 2. All existing water wells made with back-fill soil around the plants.
    - (a) The excess soil shall be collected and discarded off-site, or
    - (b) If soil is friable and free of debris, and large clods, it maybe used in surrounding low areas/ruts/depressions, finely graded out for positive drainage and seeded with approved certified seed at no additional cost to the Owner.
    - (c) The remaining plant collar shall be re-graded, distributing soil to create positive drainage and feathered out to meet existing grade, raked and seeded as necessary outside the existing mulched collar at no additional cost to the Owner.
  - 3. The plant collar shall be re-mulched with new mulch as specified at the original installation. Before mulching, existing weeds within the plant collar shall be systemically killed by herbicide and the subsequent dead vegetation shall be string-trimmed or manually removed.

### 3.3 **SERVICE REPORT:**

During the contract period, the Contractor shall submit (by fax, e-mail, or written copy) a bi-weekly site report for work performed. Service report shall include information such as quantity, size and type of plant installed, # of gallons of water applied including application dates, etc.

**The Contractor shall water plant material in accordance with Exhibit B, section B.9. Watering of Plant Material. Service Reports including watering shall identify date of application, species, quantities and location of plants watered, and the total gallons of water applied.**

### 4.0 **TRAFFIC CONTROL:**

**Contractor must provide and obey all VDOT requirements for Traffic Control as dictated by the Manual on Uniform Traffic Control Devices (MUTCD) and the Virginia Work Area Protection Manual dated May 2005, which include, but are not limited to:**

- A. **Worker Safety Apparel.** All workers exposed to moving roadway traffic or equipment should wear high-visibility safety apparel meeting the ANSI/ISEA 107-2004 Standard for High-Visibility Safety Apparel for risk exposure Class 1, 2 or 3, and stands must conform to the most recent issue of the Virginia Work Area Protection Manual, Section 6D.03 Worker Considerations.  
*Please note - Beginning in January 1, 2007, workers shall wear apparel meeting the requirements of ANSI/IESA and labeled as meeting the ANSI 107-2004 standard performance for Class 2 risk exposure. The apparel background (outer) material shall be either fluorescent orange-red or fluorescent yellow green as defined in the standard. The retro reflective material shall be either orange, yellow, white, silver, yellow-green or a fluorescent version of these colors and shall be visible at a minimum distance of 1000 feet. The retro reflective clothing shall be designed to clearly identify the wearer as a person.*
- B. **Vehicle Warning Lights** shall be either a rotating, amber light or a high intensity amber strobe light and meet the conditions outlined in Section 6F.75 of the most recent issue of the Virginia Work Area Protection Manual, Vehicle Warning Lights.
- C. **Work Area Protection Signs for Temporary Traffic Control.** Signs and stands must conform to NCHRP 350 standard and be FHWA tested and approved. Signs and stands must conform to the most recent issue of the Virginia Work Area Protection Manual, Chapter 6F. **All signs shall be in place prior to the commencement of work. The removal of all signs, shall take place following the completion of work.**

**Contractor shall also abide by work hour restrictions as it pertains to the individual roadway, if applicable.** All temporary traffic control devices and typical applications shall be in accordance with the most recent issue of the Virginia Work Area Protection Manual. **All Lane Closures must receive prior approval from Virginia Department of Transportation, Williamsburg Residency Permit Department at (757) 253-4832.**

### 5.0 **INFORMATION FOR BIDDERS TO PROVIDE SERVICES:**

- A. Award will be made to the lowest responsible and responsive bidder. The quality of the services to be supplied, their conformity with the specifications, their suitability to the requirements of the Owner, and the delivery terms will be taken into consideration in making the award.
- B. Cash discounts may be offered by bidder for prompt payment of bills, but such discount will not be taken into consideration in determining the low bidder but will be taken into consideration in awarding tie bids. The discount period will be computed from the date

delivery is accepted at destination or from date correct invoice is received by the consignee, whichever is the later date.

- C. Acceptance of a bid by the Owner is not an order to proceed.
- D. Each bid is received with the understanding that the acceptance in writing by the Owner of the offer to furnish any or all of the services described therein, shall constitute a contract between the bidder and the Owner, which shall bind the bidder on his part to furnish and deliver the services quoted on at the prices stated and in accordance with the conditions of said accepted bid; and the Owner on its part to pay for, at the agreed prices, all services specified and delivered.
- E. All prices and notations must be in ink or typewritten. No erasures permitted. Mistakes may be crossed out and corrections made in ink adjacent and must be initialed and dated in ink by person signing quotations.
- F. All bids must be signed with the firm name and be signed by an officer or authorized employee of the firm. In the case of a corporation, the title of the officer signing must be stated and each officer must be duly authorized. In the case of a partnership, the signature of at least one of the partners must follow the firm name using the term "member of the firm" or "general partner". In the case of a limited liability company, the bid must be signed by the manager (if any) or by a member.
- G. Verify your bid before submission as they cannot be withdrawn or corrected after being opened.
- H. If you do not bid, return this sheet and state reason. Otherwise your name may be removed from our mailing list.

6.0 GENERAL TERMS AND CONDITIONS:

6.1 Applicable Policy:

This solicitation is subject to the provisions of the County of York, Virginia, Procurement Policy (Ordinance No. 05-24 effective October 25, 2006), and any revisions thereto.

6.2 Mandatory Use of County Form:

All responses to an Invitation for Bid (IFB) must be submitted on and in accordance with this form. If more space is required to furnish a description of the commodities and/or services offered or delivery terms, the bidder may attach a letter hereto which will be made a part of the bid. All bids must be submitted in a sealed envelope plainly marked using the IFB number, date and time.

6.3 Opening Date/Time:

Bids and amendments thereto, or withdrawal of bids submitted, if received by the Owner after the date and time specified for scheduled receipt, will not be considered. It will be the responsibility of the Bidder to see that his bid is in this office by the specified time and date. There will be no exceptions. Date of postmark will not be considered. Phone or telegraphic bids (including FAX) will not be accepted.

6.4 Inconsistencies In Conditions:

In the event there are inconsistencies between the General Terms and Conditions and the Special Terms and Conditions, if any, and/or other schedules contained herein, the latter two shall take precedence.

6.5 Clarifications of Terms:

If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the buyer whose name appears on the face of the solicitation. Any revisions to the solicitation will be made only by written addendum issued by the Owner.

6.6 Testing/Inspection:

The Owner reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specification.

6.7 Invoices:

Invoices for goods ordered, delivered and accepted shall be submitted direct to 'INVOICE TO:' address shown on the purchase order/contract. All invoices shall show the contract number and/or purchase order number. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. However, this shall not affect offers or discounts for payment in less than 30 days.

6.8 Default:

In event of default by the Contractor, the Owner reserves the right to procure the commodities and/or services from other sources, and hold the Contractor liable for any excess cost occasioned thereby. If, however, public necessity requires the use of materials or supplies not conforming to the specifications, they may be accepted and payment therefor shall be made at a proper reduction in price.

6.9 Ethics in Public Contracting:

By submitting their bids, all bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

6.10 ANTI-DISCRIMINATION:

By submitting its bids or proposals, Bidder certifies to the Owner that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, and Section 2.2-4311 of the Virginia Public Procurement Act which provides:



In every contract over \$10,000, the provisions of a. and b. below apply:

- a. During the performance of this Contract, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

Contractor, in all solicitations for advertisements for employees placed in behalf of Contractor, will state that Contractor is an equal opportunity employer.

Notices, advertisements and solicitations placed in accordance with Federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- b. Contractor will include the provisions of a. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- c. In accordance with §2.2-4343.1 of the **Code of Virginia, et. seq.**, the owner shall not (i) discriminate against a faith-based organization as defined in Code of Virginia section 2.2-4343.1(B) on the basis of the organization's religious character or (ii) impose conditions that (a) restrict the religious character of the faith-based organization, except as provided in subsection F of section 2.2-4343.1 the Code of Virginia, or (b) impair, diminish, or discourage the exercise of religious freedom by the recipients of such goods, services, or disbursements.

6.11 Immigration Reform And Control Act of 1986:

By signing this bid or proposal, the bidder certifies that it does not and will not during the performance of this contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

6.12 Indemnity:

The following shall be deemed incorporated into any contract awarded as a consequence of this bid to the same extent as if fully set forth therein:

Contractor and all subcontractors shall bear all loss, expense (including reasonable attorney's fees) and damage in connection with, and shall indemnify Owner against and save Owner harmless from all claims, demands, and judgments made or recovered against Owner because of bodily injuries, including death at any time resulting therefrom, and/or because of damage to property, from any cause whatsoever, arising out of, incidental to, or in connection with the work, whether or not due to any act of his or their employees, servants or agents and whether or not due to any act of omission or commission, including negligence but excluding sole negligence, of the Owner, his employees, servants, or agents. Compliance by the Contractor with the insurance provisions hereof shall not relieve Contractor from liability under this provision.

Should Contractors or subcontractors use any of Owner's equipment, tools, employees, or facilities, such will be gratuitous and Contractor shall release Owner from and indemnify and save harmless Owner from and against any claims for personal injuries, including death, arising out of the use of any such equipment, tools, employees, or facilities, whether or not based upon the condition thereof or any alleged negligence of Owner in permitting the use thereof.

7.0 INSURANCE

The Contractor shall carry insurance in the amount specified below, including the Contractual Liability assumed by the contractor and shall deliver certificates of insurance from carriers acceptable to the owner specifying such limits, along with a proper endorsement naming the "County of York, its Officers, Agents and Employees" as Additional Insured on a primary basis (Form No. GL-20-10) on applicable policy(s). The provisions of this paragraph shall be deemed include included in the contract as if fully set out therein.

Worker's Compensation and Employer's Liability

Coverage A - Statutory Requirement

Coverage B - \$100,000; \$100,000; \$500,000

Comprehensive Automobile Liability, including Owned, Non-Owned  
Hired Car Coverage.

Limits of Liability - \$500,000 Per Occurrence Bodily Injury or Property Damage.

Commercial General Liability

Limits of Liability - \$500,000 Per Occurrence Bodily Injury or Property Damage.

Contractual Liability includes the Contractual liability assumed hereunder.

Completed Operations Insurance, to remain in full effect until the date of acceptance of the project by the Owner.

8.0 AWARD:

Owner will make the award to the lowest responsive and responsible bidder. Due consideration will be given to price, previous experience, and the ability of the bidder to render required services. Owner reserves the right to conduct any test it may deem advisable and to make all evaluations. Owner also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the Owner to be in its best interest.

9.0 AWARD AND EXECUTION OF CONTRACT:

9.1 Award of Contract:

The contract will be awarded or the bids rejected as soon as reasonably possible, but not later than sixty (60) days after the date of opening bids, unless the period for acceptance is otherwise extended at request of Owner and agreed to in writing by the bidder, or bidders.

9.2 Form of Contract:

An example of the proposed contract format is enclosed. Both parties shall execute this contract prior to approval by the County Attorney.

Copies of the Payment and Performance Bonds are also attached.

9.3 Entering Contract:

Upon award of the Contract to a bidder, such bidder shall enter into the Contract by signing the Contract and by furnishing the Bond(s) for faithful performance as prescribed herein and the Certificate of Insurance as prescribed, which are required to be procured by the Contractor within ten (10) calendar days after the date of the award or within such further time as the Owner may allow. All documents referred to are attached hereto.

No contract shall result from the submission of any bid and no liability shall accrue with respect thereto until a written contract and accompanying documents have been fully and completely executed on the part of the successful bidder and the Owner. However, failure by the successful bidder to enter into a written contract shall cause the successful bidder to forfeit the full amount of the bid guarantee to the Owner.

9.4 Execution of Documents:

All documents which the bidder is required to execute shall carry the signature of the president of the corporation, the corporate seal and shall be attested by the secretary of the corporation provided, however, if the board of directors of a corporation authorizes another officer to act for the corporation, then a sealed and attested copy of such authorization shall accompany the signature of such other officer. In the case of an individual, the individual to be bound shall sign; and in the case of a partnership, the signature of a partner shall bind the partnership; and in the event of a limited liability company, a member (or the manager, if any) shall sign.

#### 9.5 Subcontracts:

Before making any subcontract, the Contractor must submit a written statement to the Owner, giving the name and address of the proposed subcontractor, the portion of the work and materials which he is to perform and furnish and a statement in writing from such subcontractor that he waives all rights to assert any claims, actual and/or consequential against the Owner allegedly arising from or growing out of any delays in the work schedule or any failure of the contractor to pay such subcontractor any sums owed by the contractor to such subcontractor.

If the Owner finds that the proposed subcontractor is qualified, he will so advise the Contractor in writing. The Owner may revoke approval of any subcontractor only for good cause. Notice of such revocation of approval will be given in writing to the Contractor by the Owner and all work by said subcontractor shall immediately cease. If the Owner determines for good cause that a subcontractor is not qualified, Owner shall so notify Contractor, and Contractor shall not thereafter enter into any subcontract with the subcontractor in connection with the contract.

#### 9.6 Separate Contracts:

The Owner reserves the right to let other contracts in connection with the project, the work under which will proceed simultaneously with the execution of this Contract. The Contractor shall afford other separate contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and the Contractor shall take all reasonable action to coordinate his work with theirs. If the work performed by the separate contractor is defective or so performed as to prevent the Contractor from carrying out his work according to the plans and specifications, the Contractor shall immediately notify the Owner upon discovering such conditions. Upon receiving notification, the Owner shall take such appropriate steps as are necessary to allow the Contractor to carry out his work under this Contract, and appropriate extensions of time and change orders shall be given to the Contractor for any delays and extra costs caused by the separate contractor's failure of proper performance.

#### 10.0 EXCEPTIONS TO BID CONDITIONS & SPECIFICATIONS:

The bidder shall list on a separate sheet of paper any variations from, or exceptions to, the specifications of this bid. This sheet will be labeled, "Exception(s) to Bid Specifications," and shall be attached to the bid.

#### 11.0 CLAIMS:

Disputes and claims arising under this agreement shall be processed pursuant to Va. Code Section 15.2-1245 et. seq. The Owner shall give its final decision on any claim of the Contractor within sixty (60) days of the date the claim is submitted to the Clerk of the governing Board of Owner.

**12.0 PRICING SCHEDULE AND INFORMATION:**

The Bidder agrees to provide the products and service in compliance with the specifications, scope of work, and terms and conditions contained herein.

Will you hold these prices for 60 days from date of bid? \_\_\_\_YES\_\_\_\_NO

The following price quotations are good for a period of \_\_\_\_\_ days.

The bidder agrees to provide the products and service in compliance with the specifications, Scope of work, terms and conditions contained herein.

**12.1 LANDSCAPE INSTALLATION PRICE SCHEDULE**

Please provide an installed unit cost for the following plant list. All prices shall include all materials, warranty, labor, insurance, installation and supervision as described in Section 3.0 and the Plant Materials and Installation General Specifications (EXHIBIT A):

As Per Plan Option A
-------------------------

**A. Route 143 (Merrimac Trail)/Route 162 (Second Street)****TREE LIST**

COMMON NAME	SCIENTIFIC NAME	SIZE	QTY.	UNIT COST	QTY. COST
Cleveland Seclect Pear	Pyrus calleryana 'Cleveland Select'	2" caliper	20		
Dawn Redwood	Metasequoia glyptostroboides	2" caliper	12		
Weeping cherry	Prunus subhirtella 'Pendula'	2" caliper	11		
Winter King Hawthorn	Crataegus viridis 'Winter King'	2" caliper	59		
Zelkova	Zelkova serrata 'Green Vase'	2" caliper	22		
Deodora Cedar	Cedrus deodora	8-10' height	12		
<b>TOTAL COST FOR TREES</b>					

**B. Route 143 (Merrimac Trail)/Route 162 (Second Street)****SHRUB LIST**

COMMON NAME	SCIENTIFIC NAME	SIZE	QTY.	UNIT COST	QTY. COST
Andora Juniper	Juniper horizontalis 'Youngstown'	1 gallon/12-18" width	290		
Compact Burning Bush	Euonymous alatus 'Compacta'	3 gallons/24-36" height	181		
Harbor Dwarf Nandina	Nandina domestica 'Harbor Dwarf'	3 gallons/18-24" height.	788		
<b>TOTAL COST FOR TREES</b>					

**C. Route 143 (Merrimac Trail)/Route 160 (Second Street)****PERENNIALS LIST**

COMMON NAME	SCIENTIFIC NAME	SIZE	QTY.	UNIT COST	QTY. COST
Black Eyed Susan	Rudbeckia fulgida 'Goldstrum'	1 gallon	221		
Fountain Grass 'Hamelyn'	Pennisetum alopecuroides 'Hamelyn'	1 gallon	241		
<b>TOTAL COST FOR PERENNIALS</b>					
<b>GRAND TOTAL (TREES, SHRUBS &amp; Perennials)</b>					

Please provide an installed unit cost for the following plant list. All prices shall include all materials, warranty, labor, insurance, installation and supervision as described in Section 3.0 and the Plant Materials and Installation General Specifications (EXHIBIT A):

As Per Plan  
Option B

**A. Route 143 (Merrimac Trail)/Route 162 (Second Street)****TREE LIST**

COMMON NAME	SCIENTIFIC NAME	SIZE	QTY.	UNIT COST	QTY. COST
Cleveland Select Pear	Pyrus calleryana 'Cleveland Select'	2.5-3" caliper	20		
Dawn Redwood	Metasequoia glyptostroboides	2.5-3" caliper	12		
Weeping Cherry	Prunus subhirtella 'Pendula'	2.5-3" caliper	11		
Winter King Hawthorn	Crataegus viridis 'Winter King'	2.5-3" caliper	59		
Zelkova	Zelkova serrata 'Green Vase'	2.5-3" caliper	22		
Deodora Cedar	Cedrus deodora	8-10' height	12		
<b>TOTAL COST FOR TREES</b>					

**B. Route 143 (Merrimac Trail)/Route 162 (Second Street)****SHRUB LIST**

COMMON NAME	SCIENTIFIC NAME	SIZE	QTY.	UNIT COST	QTY. COST
Andora Juniper	Juniper horizontalis 'Youngstown'	1 gallon/12-18" width	290		
Compact Burning Bush	Euonymus alatus 'Compacta'	3 gallons/24-36" height	181		
Harbor Dwarf Nandina	Nandina domestica 'Harbor Dwarf'	3 gallons/18-24" height.	788		
<b>TOTAL COST FOR TREES</b>					

**C. Route 143 (Merrimac Trail)/Route 160 (Second Street)****PERENNIALS LIST**

<b>COMMON NAME</b>	<b>SCIENTIFIC NAME</b>	<b>SIZE</b>	<b>QTY.</b>	<b>UNIT COST</b>	<b>QTY. COST</b>
Black Eyed Susan	Rudbeckia fulgida 'Goldstrum'	1 gallon	221		
Fountain Grass 'Hamelyn'	Pennisetum alopecuroides 'Hamelyn'	1 gallon	241		
<b>TOTAL COST FOR PERENNIALS</b>					
<b>GRAND TOTAL (TREES, SHRUBS &amp; Perennials)</b>					

**13.0 PRE-QUALIFICATION INFORMATION:**

The following information/requests must be included with the bid. This bid shall be awarded only to a responsible and responsive bidder, qualified to provide the work specified. The bidder should submit the following information with their proposal. Failure to submit the following requested information may result in bidder's bid being considered non-responsive. Additional typewritten sheets may be attached to this form if necessary.

**13.1 CONTRACTOR DATA:****A. Years in Business:**

The bidder shall indicate the length of time you/company have been in business providing this type of service:    years    months.

**B. Business Location:**

The bidder shall satisfy the purchasing official that he maintains a store or branch within 100 miles of the working location, staffed with qualified personnel, equipment in working condition required to perform work as described, or ability to secure parts or equipment within reasonable period of time, and provisions for properly storing and maintaining or ability to readily obtain properly stored and maintained materials required to complete described work in time frame described.

Business located: (check one)

within County of York	<u>      </u>	within 25 miles or less	<u>      </u>
within 26-50 miles	<u>      </u>	within 51-75 miles	<u>      </u>
within 76-100 miles	<u>      </u>	more than 100 miles	<u>      </u>

**C. References:**

The bidder shall supply three (3) references that list a brief description of same type of work and requirements for area(s) of similar size or larger, satisfactorily completed with dates of continuous service or contract period, location, names, addresses and phone numbers of owners. Bidders must only indicate references they have worked with a minimum of one (1) year.

**Reference #1:**

1. Name of Firm, City, County or Agency: \_\_\_\_\_

Address: \_\_\_\_\_ Telephone: \_\_\_\_\_

Contact: \_\_\_\_\_ Title: \_\_\_\_\_

Check the types of Services Provided:



**Landscape Installation:**

\_\_\_Trees \_\_\_Shrubs \_\_\_Perennial, Groundcover, Ornamental Grass \_\_\_Bulbs

**Landscape Maintenance:**

\_\_\_Mowing \_\_\_Blowing \_\_\_Weed eating / Edging \_\_\_Chemical and Fertilization  
Application \_\_\_Mulching \_\_\_Pruning \_\_\_Weed Control \_\_\_Litter Removal  
\_\_\_Leaf Removal

Contract Dates: From: \_\_\_\_\_ 199\_ to: \_\_\_\_\_ 200\_.

**Reference #2**

2. Name of Firm, City, County or Agency: \_\_\_\_\_

Address: \_\_\_\_\_ Telephone: \_\_\_\_\_

Contact: \_\_\_\_\_ Title: \_\_\_\_\_

Check the types of Services Provided:

**Landscape Installation:**

\_\_\_Trees \_\_\_Shrubs \_\_\_Perennial, Groundcover, Ornamental Grass \_\_\_Bulbs

**Landscape Maintenance:**

\_\_\_Mowing \_\_\_Blowing \_\_\_Weed eating / Edging \_\_\_Chemical and Fertilization  
Application \_\_\_Mulching \_\_\_Pruning \_\_\_Weed Removal \_\_\_Litter Removal  
\_\_\_Leaf Removal

Contract Dates: From: \_\_\_\_\_ 199\_ to: \_\_\_\_\_ 200\_.

**Reference #3**

3. Name of Firm, City, County or Agency: \_\_\_\_\_

Address: \_\_\_\_\_ Telephone: \_\_\_\_\_

Contact: \_\_\_\_\_ Title: \_\_\_\_\_

Check the types of Services Provided:

**Landscape Installation:**

\_\_\_Trees \_\_\_Shrubs \_\_\_Perennial, Groundcover, Ornamental Grass \_\_\_Bulbs

**Landscape Maintenance:**

\_\_\_Mowing \_\_\_Blowing \_\_\_Weed eating / Edging \_\_\_Chemical and Fertilization  
Application \_\_\_Mulching \_\_\_Pruning \_\_\_Weed Removal \_\_\_Litter Removal  
\_\_\_Leaf Removal

Contract Dates: From: \_\_\_\_\_199\_ to: \_\_\_\_\_200\_\_.

**E. Landscape Services Performed for York County:**

The bidder shall list below landscape services, which have been performed for Owner.

**Project Location**

**Project Description**

**County Staff Contact**

---



---



---



---

**F. Key Personnel:**

In the space provided below, bidders shall identify a minimum of two (2) key persons who would be assigned to provide contract administration. One of these two (2) individuals shall be available for questions during normal business hours.

**Key Person #1:**

1. Name \_\_\_\_\_
2. Title \_\_\_\_\_
3. List Qualifications and Experience \_\_\_\_\_  
\_\_\_\_\_
4. Phone #'s: Office \_\_\_\_\_ Mobil \_\_\_\_\_

5. E-Mail Address \_\_\_\_\_

**Key Person #2:**

1. Name \_\_\_\_\_

2. Title \_\_\_\_\_

3. List Qualifications and Experience \_\_\_\_\_

4. Phone #'s: Office \_\_\_\_\_ Mobil \_\_\_\_\_

5. E-Mail Address \_\_\_\_\_

**13.2 CERTIFICATIONS: (Photo copies must be included with the bid)**

The bidder shall identify the following professional CERTIFICATIONS that are currently maintained by owner or key personnel.

**A. Virginia Department of Agriculture and Consumer Services  
Pesticide Applicator Certifications:**

**Commercial Applicator Category 3- A & 3- B**

Name of employee	Issue Date	Certificate#	Date Valid Through

**Registered Technicians**

Name of employee	Issue Date	Certificate#	Date Valid Through

**B. Other Industry Certifications:**

**Certification Name:** \_\_\_\_\_

Name of employee	Issue Date	Certificate#	Date Valid Through

**Certification Name:**

Name of employee	Issue Date	Certificate#	Date Valid Through
------------------	------------	--------------	--------------------

**13.3 LICENSES: (Photo copies must be included with the bid)**

The bidder shall identify the following professional LICENSES that are currently maintained by owner.

Virginia Department of Agriculture and Consumer Services Pesticide Business License	Issue Date	License #	Date Valid Through
--	------------	-----------	--------------------

Valid Business License	Issue Date	License #	Date Valid Through
------------------------	------------	-----------	--------------------

**13.4 PERMITS: (Photo copies must be included with the bid)**

The bidder shall identify the following professional PERMIT that is currently maintained by owner.

Virginia Department of Agriculture and Consumer Services Virginia Fertilizer/Lime Contractor Applicator Permit	Issue Date	License #	Date Valid Through
--	------------	-----------	--------------------

**13.5 INSURANCE (Photo copies must be included with the bid)**

The bidder shall identify the following INSURANCE information as indicated in section **10.0**, and currently maintained by owner.

**13.6 SAMPLES OF DOCUMENTATION & REPORTS**

The bidder shall supply copies of the following DOCUMENTATION and REPORTS.

- 1) BI-weekly service report for work to be performed in upcoming maintenance cycle.
- 2) Method of documentation of watering schedule and a written copy of that report.

### **13.7 PRODUCT INFORMATION**

The bidder shall supply copies of the following PRODUCT LABELS intended for use on York County sites.

- a) Post emergent herbicide
- b) Fertilizer to be used for deciduous trees
- c) Fertilizer to be used for evergreen trees
- d) Fertilizer to be used for shrubs
- e) Fertilizer to be used for perennials

## **EXHIBIT A**

### **PLANT MATERIALS AND INSTALLATION GENERAL SPECIFICATIONS FOR COUNTY OF YORK**

#### **Route 143 (Merrimac Trail)/Route 162 (Second Street) Landscape Corridor Plan**

### **PART 1 GENERAL**

#### **A.1 DESCRIPTION**

The specified work includes the furnishing of all materials, equipment, labor and on-site supervision required for the planting of trees, shrubs, ground covers, and turf grass. Professionally complete the work shown on the drawings, materials lists/schedules, project descriptions, and as herein specified.

#### **A.2 QUALITY ASSURANCE**

- A. Nomenclature. The names of the plants required under this contract conform to Standardized Plant Names as adopted by the latest edition of the American Joint Committee of Horticulture/Nomenclature. Varieties not included therein conform generally with names accepted in the nursery trade.
- B. AAN Standards: All plant materials shall conform to American Association of Nurserymen's American Standard for Nursery Stock, (ANSI z60.1, most recent edition), and shall be full, healthy plants. Plant heights in relationship to caliper, minimum width/height of foliage, spread of root systems, size of root balls and any other standards shall be in accordance with the ANSI Z60.1 standard. All plants of each particular variety shall be reasonable uniform in size and configuration..
- C. Plant Material and Installation Specifications for York County comply with the Standardized Landscape Specifications for the State of Virginia.

- D. The Contractor performing work specified in this section must have a minimum of three (3) years experience in installation of similar projects.
- E. The Contractor performing work specified in this section preferably should be a member of the Tidewater Virginia Nurseryman's Association or the Virginia Nurseryman's Association and/or have Virginia Certified Horticulturists on staff.

### A.3 SUBMITTALS/NOTIFICATIONS

- A. The contractor shall submit the following to the Owner upon receiving a **Notice to Proceed** and prior to the start of work:
  - a. **Soil analysis report** of planting soil at site from a certified laboratory that performs Nutrient, Ph, Organic Content and Soluble Salt value analysis.
  - b. **Sample of mulch** to be used on project including supplier information, to be delivered in a 1gallon zip lock bag.
- B. The contractor shall **provide a minimum of seven (7) days notice of commencement of work date either by phone, fax, or email.**
- C. For material(s) approvals, project inspections, or field layouts/markings, the Contractor shall provide advance notification of a minimum of twenty-four hours (24hrs).

### A.4 PROJECT CONDITIONS

- A. It is the responsibility of the Contractor, by careful personal examination of the site, to satisfy himself as to the nature and location of the work, the formation of the grounds, the location of the utilities of any nature, the soil, rock, and foundation conditions, and the character, quality, quantity of the materials which will be required.
- B. Planting operation shall be conducted under favorable weather conditions, which are normal for such work as determined by accepted practice in the locality of the project. At the option of, and on the full responsibility of the Contractor awarded the contact, planting operations may be conducted under unseasonable conditions without additional compensation.
- C. The Contractor shall be familiar with the alignment of existing or new utility lines, ducts and buried cables. He shall field check the location of utilities before an installation of material or plants. The Contractor shall be responsible for all damage resulting from neglect or failure to comply with this requirement. If discrepancies occur, consult with the Owner. Changes in the location of plant materials should only be made with the approval of the Owner. See Exhibit A, Part 3 **Execution, Installation & Maintenance.**
- D. Protect existing utilities, paving, newly seeded and/or sod areas, and other facilities from damage caused by landscape operations.
- E. A complete list of plants, including a schedule of sizes, quantities and other requirements is in Exhibit C, **Plant and Materials List.** Verification of the accuracy of the total quantities shown in the Plant List shall be the responsibility of the Contractor. In the event quantity discrepancies or material omissions occur between the list and the plan, the Owner shall determine which document shall govern. The Contractor shall notify the Owner of any discrepancies upon discovery of such and note the same on the "exception" portion of the

bid form.

- F. All work shall be accomplished under the direction of a competent, experienced, on-site supervision.

## A.5 PLANT GUARANTEE AND REPLACEMENT

### A. Guarantee:

All equipment, labor, on-site supervision, materials, tools, supplies, service, and all else necessary furnished by the Contractor, and all construction and landscaping involved in this bid shall be guaranteed by the Contractor free from disease or infestation, defects owing to faulty materials, or workmanship within a minimum period of **one year after date of final project acceptance**. The Contractor shall provide /insect/disease control and additional watering as necessary throughout the **one-year warranty** period to achieve moderate growth during the first year of establishment. Plant materials shall be replaced if fifty percent (50%) or more of the above ground portion is dead, dying, diseased, damaged, or infested. **Dead plants are to be removed from the job site weekly and replaced as soon as the weather/season permits. (Plants damaged by vehicles will be removed within twenty-four (24) hours from receiving notification, and will be replaced at the Owners expense, as soon as the weather/season permits).** The Contractor free of cost to the Owner shall replace all work, which proves defective, by reason of faulty material or workmanship within a period of one year. **If plants are installed during the dormant months (Oct.15<sup>th</sup>-May1st), the warranty period shall extend past the initial year, through the second spring emergent period, lasting minimally until May 15<sup>th</sup>, and until all plants have successfully shown signs of adequate regeneration and new growth.**

- a. The Contractor shall provide weed/insect/disease control, pruning, etc. and additional watering as necessary throughout the warranty period to achieve moderate growth during the first year of establishment.
- b. Plant materials shall be replaced if fifty (50%) or more of the above ground portion is dead, dying, diseased, damaged, or infested as determined by the Owner.
- c. Dead plants are to be removed from the job site weekly, with notification to the Owner or such removals, and replaced as soon as the weather/season permits.
- d. Plants damaged by vehicles will be removed within twenty-four (24) hours from receiving notification, and will be replaced at the Owners expense, as soon as the weather/season permits.

### B. Replacements:

Prior to the conclusion of the guarantee period, the Owner will make an inspection. The Contractor shall submit a written notice requesting such inspection at least three (3) days before the anticipated date. Any plant required under this contract that is dead, is in an unhealthy, unsightly, or badly impaired condition, as determined by the Owner, shall be removed from the site. These plants shall be replaced as soon as it is reasonably possible, at no additional cost to Owner. All replacement plants shall be plants of the same kind and size as specified in the Plant List. No replacement shall be made in any season definitely unfavorable for planting (May 1- October 15), unless agreed by both parties. **Contractor shall provide one-year (1) minimum (see exception for dormant months above) guarantee on any and all replacement plants as set forth in Section 3.1.**

- a. **Replanting or re-staking**, when resulting from site disturbance by others, shall be at an additional charge.

- b. **Materials and Operations.** All replacements shall be plants of the same kind and size as specified in the Plant List or Plan. They shall be furnished and planted as specified in the planting details D-1 and D-2 and in Exhibit A, Section A..9 Installation.
- c. **Removal & Disposal:** For plant replacements, the Contractor shall be responsible for the removal and off-site disposal, of the existing dead/dying plant and accompanying staking materials at an appropriate refuse center/landfill at the Contractor's expense. Contractor shall supply clean, sifted topsoil as necessary to install new planting at the proper grade or to bring vacant planting pit to positive grade.
- d. At the conclusion of the guarantee period, the Contactor **shall remove/add the following landscape construction materials** and discard/recycle off-site at the Contractor's expense:
  - 1. All above ground tree stabilization/protection products such as stakes, wires, nylon strap and protective fencing from trees, silt fencing etc.
  - 2. All existing water wells made with back-fill soil around the plants.
    - a. The excess soil shall be collected and discarded off-site, or
    - b. If soil is friable and free of debris, and large clods, it maybe used in surrounding low areas/ruts/depressions, finely graded out for positive drainage and seeded with approved certified seed at no additional cost to the Owner.
    - c. The remaining plant collar shall be re-graded, distributing soil to create positive drainage and feathered out to meet existing grade, raked and seeded as necessary outside the existing mulched collar at no additional cost to the Owner.
  - 3. The plant collar shall be re-mulched with new mulch as specified at the original installation. Before mulching, existing weeds within the plant collar shall be systemically killed by herbicide and the subsequent dead vegetation shall be string-trimmed or manually removed.

## PART 2 PRODUCTS

### A.6 MATERIALS

#### PLANT MATERIALS

##### 1. **TREES:**

- A. **Quality and Size.** Plants shall be nursery grown, in accordance with ANSI Z60.1 specification, and have a habit of growth that is normal for species and an adequate root system. Plants shall be freshly dug, sound, healthy, vigorous, and free from insects, pests, eggs or larvae, plant diseases, cankers, and injuries.
- B. All plants shall equal or exceed the measurements found in the Plant List and/or Plan, which are minimum acceptable sizes. They shall be measured before pruning, with branches in normal position. Any necessary pruning shall be done at time of planting and will be consistent with the natural growth habit of each species. Requirements for the measurements, branching, grading, quality balling and burlapping of plants shall follow the Code of Standards currently recommended by the American Association of Nurserymen, Inc. in the American Standard for Nursery Stock (ANSI Z.60.1).
- C. All plant material shall also be subject to approval by the Owner. Unsatisfactory plant material failing to meet requirements above shall be rejected. Inspection of plant materials for size and quality should be completed prior to



installation either on the job site or at the contractor's local facility. Submittal of digital photos of field grown plant materials to the owner/agent is encouraged to avoid rejection after ordering and shipping.

- D. All new trees must have straight trunks with full symmetrical crowns and a single leader intact unless multi-stemmed plants are specified. **Trees with co-dominate leaders will be rejected.** Trees will not be accepted which have had their leader cut or damaged so that cutting is necessary. Trees with co-dominant leaders shall be rejected unless multi-stemmed plants were specified. Trees shall be well branched with reasonably straight stems. Trees planted in rows shall be uniform in size and shape.
- E. Bark shall be free of abrasions and all fresh cuts over 1-1/4" shall be calloused over.
- D. When a deciduous shade tree is located in or adjacent to walkways or other pedestrian circulation, these trees shall be free of branches up to 6-8' from the top of the root ball, unless otherwise specified. All other deciduous shade trees shall be free of branches up to 5' from the top of the root ball.

## 2. **SHRUBS, ONAMENTAL GRASSES & PERENNIALS:**

- A. Both container size (2,3,5,7,10 gallon, etc.) and minimum plant size range (12-15", 15-18", 18-21" etc.) shall be specified for each plant.
- B. Larger sized plants (>24" height/spread) may be balled & burlapped. With either handling method, all plants shall meet the minimum size of the range specified, with the majority of the plants meeting the mid-range or greater in overall size.
- C. Plants specified in one-gallon container or smaller shall be fully rooted to the pot extents, with foliage/branches to the outside rim of the container.
- D. Any plants in containers that have been recently 'stepped-up' to a larger container size and not fully rooted-in shall be rejected.
- E. Multiple plants may not be grouped together in trying to attain the specified minimum size(s).

- 3. **SOD** shall conform to Virginia Crop Improvement association (VCIA) standards for certified sod. Sod shall be cut uniformly, pest free and capable of holding together during handling and installation. Sod will be cut in a fashion so that there is a minimum of 1/2 inch thickness of soil root medium and delivered or installed within twenty-four (24) hours of being harvested from the farm. Sod will be transported flat, folded or rolled on a wooden pallet. Sod is being used to repair damage to existing turf within the project area shall match existing turf.

## 4. **SEED**

- a. **Turfgrass**-Unless requested otherwise by owner or specified in the material list, all Turfgrass seed shall be a **certified** warm season Bermuda grass variety identified on the current Virginia Turfgrass Variety Recommendations list.
- b. **Wildflower and Meadow Grass Mix**- Shall come from a source that supplies the highest quality seeds available. Seed mix shall be tested and adhere to State and Federal Seed Laws regarding the restriction of weed seeds considered noxious by the

Department of Agriculture. Seed testing shall follow the standard testing procedures approved by the Association of Official Seed Analysts (AOSA).

5. **SUBSTITUTIONS** will not be accepted unless the Contractor notifies the Owner by phone and duly notes on the exception page of the bid package before contracts are signed. Potential substitutions must be specified in writing and approved by the owner/agent. Proposed substitutes shall be of the nearest equivalent size or variety as the plant actually specified, having the same essential characteristics. Proposed substitutes of a lesser cost shall have an equitable adjustment of contract price. Plants of a greater value may be provided without additional cost to Owner.
6. **PLANT SIZE AND VARIETY:** Sizes specified in the plant list/schedule are minimum sizes to which the plants are to be judged. Failure to meet the minimum size on any plant may result in the rejection of that plant. **A copy of the grower's invoices shall be provided to the Owner verifying that the appropriate quantity, size, and cultivar of plants are being supplied for each project.**
7. **BALLED AND BURLAPPED PLANTS:** Plants designated "B&B" in the Plant List shall be balled and burlapped. They shall be dug with a sufficient diameter and depth to encompass the fibrous and feeding root system necessary for full recovery of the plant. Balls shall be firmly wrapped with burlap or similar material and bound with twine or cord. Where necessary to prevent breaking or cracking of the ball during the process of planting, the ball may be secured to a platform or wire basket. **The top one-third (1/3) of the wire basket and the burlap, rope or twine shall be removed and disposed of off-site during plant installation. At not time shall the removed items above be left in the planting pit.** All field grown nursery plants shall be freshly dug with sound intact root balls displaying a well-developed root system. Plants shall have healthy, vigorous, well-branched canopies.
8. **CONTAINER GROWN PLANTS:** Plants designated "Container" or "gallon", "pot", "pan" or "cell" in the Plant List shall be container grown plants well established in the container size indicated, and conforming to American Standard of Nursery Stock (ANSI Z.60.1).  
All nursery stock shall be healthy, vigorous, well-rooted plants and well established in the container in which they are sold. The plants shall have tops, which are good quality and are in a healthy growing condition. The plants shall be free of insects, disease and other conditions injurious to plant health.
9. **PEST FREE PLANTS:** All plants shall be free of disease, insect eggs, larvae or other pests. Infested plants found during the job shall be removed that day and replaced promptly with healthy specimens.
10. **PROTECTION AFTER DELIVERY:** The balls of stored B&B plants (which cannot be planted immediately on delivery) shall be covered with moist soil (2" depth) or mulch (3" depth). All plants shall be watered and maintained as necessary to ensure overall health and vigor until planted.

## A.7 ACCESSORIES & MISCELLANEOUS MATERIALS

1. **Topsoil** shall be furnished by the Contractor at his expense. The Contractor shall furnish sufficient topsoil to properly install all work specified herein, and as shown on the drawings. Topsoil furnished shall be a natural, fertile, friable soil, possessing characteristics of representative productive soils in the vicinity. It shall be obtained from

natural well-drained areas. It shall have a pH of between 6.0 and 6.8 and be free of toxic substances, which may be harmful to plant growth.

Topsoil shall be without admixture of subsoil and shall be cleaned and reasonably free from clay lumps, stones, stumps, roots, and similar substances two inches or more in diameter, debris, or other objects, which might be a hindrance to planting operations. The mechanical analysis of the soil shall be as follows:

<u>Sieve Size</u>	<u>Percent Passing</u>
1 inch mesh	99-100 percent
1 inch mesh	97-99 percent
No. 100 mesh	40-60 percent
No. 200 mesh	20-40 percent

2. **Topsoil Mixture** shall be two parts clean, sifted topsoil (as noted above) to one part Nutri-Green compost (as noted below). A soil composition report shall be provided by the reputable distributor/supplier to the Owner verifying the quality and quantity of the topsoil products.
3. **Commercial Fertilizer** shall be Osmocote Pro 18-5-9 with IBDU plus minors slow release formula (or similar), or as noted on "Plant List," and shall conform to the applicable state fertilizer laws. It shall be uniform in composition, dry, and free flowing, and shall be delivered to the site in the original, unopened containers, each bearing the manufacturer's guaranteed analysis and trademark. Any fertilizer, which becomes or otherwise is damaged, making it unsuitable for use, will not be accepted.
4. **Mycorrhiza Inoculant** shall be Mycor™ Tree Saver and applied according to manufacturer's recommendations to all trees and some shrubs as specified. General application rates are listed at one three-ounce (3 oz.) package per one inch (1") of plant caliper.
5. **Peat or Peat Moss** shall be delivered to the site in unopened original containers. Peat shall be shredded or granulated having an acid reaction of 4.0 - 5.0 ph and shall have a natural moisture content of 30 percent, with a water absorption capacity of 1100 to 2000 percent.
6. **Nutri-Green Compost®** shall be provided from a reputable distributor as listed on HRSD website [www.hrsd.state.va.us/distributors.htm](http://www.hrsd.state.va.us/distributors.htm). Both bags and bulk loads are acceptable. Bags shall be delivered to the site in unopened original container. Bulk loads shall be verified through submitted copies of invoices & delivery tickets.
7. **Water** shall be free from oil, acid, alkali, salt and other substances harmful to plant growth. Contractor shall make, at his expense, whatever arrangements may be necessary to ensure an adequate supply of water to meet the needs of this contract. He shall furnish all hose, equipment, attachments, and accessories necessary for adequate irrigation of planted areas as may be required to complete the work as specified.
  - a. Unless otherwise arranged, the Contractor shall pay for all water consumed during the installation and warranty phase of the contract.
  - b. Contractor shall maintain watering equipment in working order during the duration of the warranty period.
8. **Mulch** shall be Grade A, Double "Shredded Hardwood Bark". Hardwood Bark Mulch shall be of disease free hardwood, one or more years old.

- a. The shredded hardwood bark mulch shall be of uniform brown color with a nominal thickness not to exceed 1/8".
  - b. The shredded hardwood bark mulch shall be free of twigs, leaves, and materials injurious to plant growth.
  - c. The use of shredded bark from American Elm (Ulmus Americana) will not be permitted.
9. **Pine needle mulch** shall arrive in tightly bound bales, largely free of any leaf, grass, weed or trash debris.
10. **Perlite** shall be delivered to site in unopened original containers and free of any foreign material.
11. **Materials for Staking**
- a. **For below ground plant stabilization**, Tree Staple™ staples (1-877-TREES-49) shall be installed according to the manufacturer's specifications.
  - b. **For above ground plant stabilization**, black nylon straps with metal grommets shall be used around main stem/trunks(s) of plants and attached to No. 12 gauge pliable solid strand galvanized steel wire fastening trees to above ground wooden stakes. **Under no circumstances will "hose and wire" be allowed to stake trees due to possible injury to the tree.**
    - 1. Wooden tree stakes, shall be rough and sawn straight grained oak, red cedar, or pressure treated pine. Stakes up to 10 feet long shall have a diameter of 2-2.5 inches. Stakes over 10 feet long shall have a minimum diameter of 3 inches, never to exceed 4 inches in diameter. Stakes shall be pointed at one end and shall have a maximum allowable deflection of 1/2 inch for every foot of length. All stakes shall be sound and free of bark, splints, insects and fungi.
    - 2. Nylon straps shall be black in color with metal grommets at each end.
    - 3. Wire shall be No. 12 gauge pliable solid strand galvanized steel wire and shall fasten only to the grommet of the nylon strap and then attached to wooden stake as necessary to secure plant in up-right stable position.

## **PART 3 EXECUTION, INSTALLATION & MAINTENANCE**

### **A.8 EXECUTION**

- 1. **Layout.** Contractor is responsible for verifying all site conditions in the field. New plantings shall be located where shown on the plans except where obstructions below ground or overhead are encountered or where changes have been made in the construction. If discrepancies occur, consult the owner/agent. Necessary adjustments shall be made only after approved by the Owner.
- 2. **Obstructions Below Ground or Overhead.** It is not contemplated that planting should be one where the depth of soil over underground construction, obstructions or debris is insufficient to accommodate the roots or where pockets of debris or impervious soil will require drainage. Where such conditions are encountered in excavation of planting areas

and where the debris, concrete, or other obstruction cannot be broken and removed by hand methods in the course of digging plant pits of the usual size and where the trees to be planted are found to be under overhead wires, other locations for the planting may be designated by the Owner.

- a. **Prior to work commencement**, Contractor is required to contact "Miss Utilities" (phone 1-800-552-7001) and no work is to begin until all underground utilities have been marked. Contractor shall fax the confirmation ticket(s) from Miss Utility to the Owner.
  - b. Contractor shall be responsible for the repair of any damage to utility lines during plant operations in an approved manner at no additional cost to the Owner.
  - c. Trees shall be located a minimum of three feet (3') from utility lines. On-site adjustments (within the public right of way/property) to plant locations shall be made as necessary to avoid conflicts with utilities.
  - d. Contractor shall call the Owner as soon as a utility conflict is discovered and get approval for re-location of the product(s).
3. **Drainage of Pits and Beds**. Where planting pits are dug in wet areas or where adverse subsoil drainage problems are encountered, set plants six inches (6) higher than normal, using an extra depth of crushed stone and sand, up to twelve inches (12") total depth to keep the root ball from settling. The immediate area outside the saucer shall be blended with suitable soil to meet existing grade within five feet (5'0") of edge of pit. Drainage may also be provided by any other method approved by the Owner prior to proceeding with planting. Necessary drainage issue improvements that become evident during the contract period shall be proposed either by the Contractor or Owner, approved by the Owner and paid additionally to the contract.
4. **Soil Preparation**.
- a. **Individual Planting Pits within turf areas**: Unless otherwise specified, existing excavated subsoil shall be used to backfill the planting pit. Excavated soil shall be broken up to create a friable working medium that can be easily backfilled and tamped to eliminate air pockets. Soil amendments may be specified in the materials schedule and shall be incorporated with the existing backfill soil as specified. The resulting solid mixture shall be broken up to create a friable working soil, suitable for backfilling the planting pit.
  - b. **Bed Areas**: Where group plantings occur, beds are to be prepared by killing existing undesirable vegetation with non-selective herbicide (Round Up Pro® or similar), tilling the existing soil including the amendments specified under Accessories Part A-7 to a depth to accommodate new plant material, but not less than 12" deep. The bed should be clearly outlined/edged with a 4" deep x 6" wide trench using a mechanical trenching machine in the shape indicated by the landscape design, unless a metal edging material has been specified. Only place trenched soils free of vegetation into the beds and till. All vegetation resulting from the trenching procedure shall be removed and disposed of off-site. Contractor shall grade for positive drainage and smooth, even solid finish, discarding off-site any clumps and debris larger than four inches.
5. **Excess Excavated Soil** shall be collected and disposed of off site at the Contractor's expense. If soil can be easily incorporated into low areas on-site and is of desirable quality, the Owner can approve the soil's relocation on-site. The contractor shall collect; move, and finely grade soil for positive drainage and then re-seed with an approved certified turf seed appropriate for the site, all at the Contractor's expense.

## A.9 INSTALLATION

1. **Time of Planting.** Planting operations shall be conducted under favorable weather conditions during the next season or seasons, which are normal for such work as determined by accepted practice in the locality of the project. Planting operations may not be conducted from May 1<sup>st</sup> to October 15<sup>th</sup>. Planting operations may be conducted during unseasonable conditions to the option and on the full responsibility of the contractor and with the approval of the Owner. If losses occur, replacements shall be at no additional cost to the Owner. Exceptions for seasonal color and other plantings may be permitted if authorized in writing by the Owner and Contractor, and provisions are made for watering during hot/dry months.
2. **Plant Bed Preparation.** Planting and plant bed preparation are to be conducted under favorable weather conditions. Under no circumstances shall soil be worked, driven over, or walked upon while in a wet condition. Wherever groupings of shrubs are shown on the plan, the area will have the grass removed (by herbicide or sod-cutting) and be tilled to a minimum depth of 12" or deeper (18-24") to provide adequate depth for largest rootball.
3. **Planting Pits.** Reasonable care shall be exercised to have pits dug and soil prepared prior to moving plants to their respective locations. The minimum allowable dimensions of plant pits shall be as follows: depth should equal depth of root ball; for ball diameter or root spread. The width shall be minimally 2x's the width of the root ball. Where specified pit diameters would conflict with existing pavement, the pit dimension can be adjusted accordingly, unless pavement removal is noted on plan. See drawing details D-1 and D-2.
4. **Setting Plants.** Unless otherwise specified, all plants shall be planted in pits, centered and set on well compacted prepared soil. The finished grade level of the plant, after settlement, will be the same as that at which the plant was grown. They shall be planted upright and faced to give the best appearance or relationship to adjacent structures.
  - a. Ropes, twine, webbing, straps, etc. at top of root ball should be cut, removed and discarded from the site. The top one-third to one-half (1/3 to 1/2) of burlap shall be removed and discarded off-site. Non-biodegradable burlap material shall be removed. Platform and surplus binding from top and sides of the balls shall be removed. At no time should any of the removed materials be left in the planting pit at time of planting.
  - b. If a wire basket is present, whether galvanized or not, remove the top one-third (1/3) of the basket and discard off-site. At no time should any remnants of the wire basket be left in the planting pit at time of planting.
  - c. Backfill shall be carefully and evenly placed around root system, filling all voids and compacted carefully tamped to eliminate air pockets and potential settling.
  - d. When the hole is halfway backfilled and tamped add one-half the fertilizer and evenly distribute among the backfill soil. Add water and allow it to settle. Fill the hole to final grade, apply other half of plant's fertilizer, pre-emergent herbicide, and mulch as specified and then water thoroughly again. See Planting Details D-1 and D-2.
  - e. When using container grown plants, score (cut) the root mass every six (6) inches at least one (1) inch deep and spread apart root system before planting. See drawing Detail D-3.
  - f. After settling, the final grade of the rootball crown of all plants shall be slightly higher (1/2" than adjacent soil. Contactor shall supply clean, sifted topsoil as necessary to install plants at the proper grade.
5. **Fertilizer.** One half of the recommended amount of the slow released Osmocote

fertilizer shall be mixed in with the backfill soil for the planting hole and the other half used again as a top-dressing to all plantings mulch is applied.

- a. **Mycorrhiza Inoculants** shall be evenly distributed around the root system, on top of tamped backfill soil, 3-4 inches below final plant grade, all according to manufacturer's recommendations. Additional backfill soil shall be placed on top of the inoculants to bring planting pit to the final positive grade.
- b. **Pre-emergent Herbicide** shall be applied to recommended manufacturer's rate for maximum weed control. Granules shall be applied on final grade of soil bed before the mulch is applied.

**6. Plant Stabilization**

- a. **Above Ground Tree Stabilization:** Stakes shall be equally spaced about each tree and shall be driven vertically into the ground to a depth as detailed for the product type and in such a manner as not to injure ball or roots. If traditional staking method is used, trees of less than 3" diameter shall be fastened to two stakes at a height of about 4½ feet unless otherwise specified. Stakes shall be uniform in height and placed as designated on the accompanying drawing. See drawing Detail D-1. Above ground stabilization materials shall be removed after one-year establishment period, unless requested otherwise by Owner.
- b. **Below Ground Tree Stabilization:** If below ground tree stabilizing system is used, installation shall be according to the manufacturer's specifications.

**7. Water wells** may be constructed to help retain water around the root system. The following observations shall apply:

- a. Plants residing in prepared bed areas or within planters shall not have built up water wells. Planting pits & rootball crowns shall be even with the final positive grade.
- b. Only plants individually planted within turf areas shall have water wells constructed using only enough existing soil to create a ring no more than three inches (3") above grade. Any remaining soil shall not be placed on top of the rootball, but shall be discarded off-site. If the water well is created on a slope, it should be left open on the uphill side of the slope allowing for natural drainage to funnel toward/into the planting pit.
- c. Water wells shall only be present during the first year of establishment. Just before the warranty period, the water wells shall be removed, the tree collar re-graded and re-mulched. This reclamation service shall be included in the plant installation cost.

**8. Mulching.** All plants shall be mulched with a 3" layer of shredded hardwood bark mulch, unless otherwise noted in the materials schedule. **The mulch shall cover the entire designated planting bed and individual tree collars, including the water well(s) and should be included in the plant installation cost.**

- a. When mulching individual tree collars, care shall be taken to avoid application of mulch greater than one inch (1") in depth immediately adjacent to the tree trunk
- b. Unless metal edging is specified, all beds shall be previously edged (manually or machined) with a trench sufficient to retain the mulch in its designated area.
- c. Individually installed plants shall be re-mulched after the water wells have been removed (see Water Wells above). If the individual tree collar requires edging, manual edging shall be performed. At no time should a mechanical edger be used around the tree collar.
- d. Pre-emergent herbicides, if specified, shall be applied prior to mulch application.

9. **Pruning at Time of Installation.** Contractor shall prune all plant materials as required to remove rank or dead growth and to yield a tidy appearance. Prune to promote a natural shape and growth habit for each plant species.
10. **Proper protection of turf areas** (new and/or existing) shall be provided during installation and throughout the guarantee period. Any damage resulting from planting or maintenance operation shall be repaired promptly at no extra cost to the Owner.
11. **Sod Installation.** Soil shall be fine graded (to include loosening soil bed) to match the existing grade of the turf area or sidewalk/curb and be free of rocks, sticks or other debris. Sod shall be installed within twenty-four (24) hours of being harvested from the farm. All sod will be installed flush with alternating level sod joints. Immediately after installation sod bed will be rolled evenly and watered thoroughly.
12. **Turfgrass Seed Installation.** Turfgrass seed shall be installed at the appropriate rate for the variety being installed. Soil shall be free of rocks, sticks or other debris. Rake seed lightly into 1/8 inch of topsoil, roll lightly, and water with fine spray. Protect seeded areas with straw so that approximately 50-75% of the soil surface is covered.
13. **Wildflower Meadow Bed Preparation.** Before planting, completely remove all existing vegetation with non-selective herbicide such as Round Up® to the entire area. Wait 8-10 days and mow the area with mowing equipment set on lowest setting. One week before planting apply another application of non-selective herbicide to eliminate any remaining vegetation. Prepare the site by scraping, scarifying or shallow tilling if necessary. If large clumps remain after tilling, drag the soil with a screen or chain link fence to level the loosened soil. Plant the seed mix at the rate noted on the landscape plan. Seeds shall be disbursed evenly and make good seed to soil contact with no more than 1/4 inch of soil over seed. After seeds have been dispersed roll the area with a sod roller or culti-packer

## A.10 MAINTENANCE

Maintenance shall begin immediately following the last operation of installation for each plant and shall continue in accordance with the following requirements **throughout the guarantee period:**

- A. **Watering shall be the responsibility and expense of the Contractor awarded the contract during the guarantee period.** Watering in the first month after acceptance will be weekly. The remaining eleven months shall be done every 10 days or as determined by owner/agent. The frequency of watering is dependent upon weather conditions.
- B. New plantings shall be protected and maintained by the Contractor until installation of planting is complete, and the project has been accepted.
- C. Maintenance during the guarantee period shall include watering, tightening and repairing staking wires, removing and replacing dead material, resetting plants to proper grades or upright position, and other necessary operations.
- D. After the first year, water wells and excess soil shall be removed. Planting pits shall be re-graded, and topdressed with new mulch as originally specified.
- E. Anytime after six-months to one-year, aboveground plant stabilization materials shall be removed from the plant and discarded off-site.



## **A.11 INSPECTION FOR ACCEPTANCE**

- A. The Owner upon notification of completion by the Contractor will make inspection of the planting, to determine work completed and condition of materials, exclusive of the possible replacement of plants. The Contractor shall request such inspection at least 3 days prior to needing the inspection and/or prior to submitting the final invoice. Final payment shall not be made until the final inspection has been performed, a project acceptance letter has been provided to the Contractor, and punch list items have been satisfactorily completed.
- B. Initial Acceptance. After inspection to determine completion of contract, the Contractor will be notified in writing by the Owner of initial acceptance of all work, exclusive of the possible replacement of plants subject to guarantee or, if there are deficiencies, of the requirements for the completion of the work. Work not yet completed shall be subject to re-inspection before initial acceptance is granted.
- C. Final Acceptance. After the one year guarantee period is completed and all the necessary plant replacements have been installed, and any maintenance tasks required have been completed, the Owner will grant a final acceptance and will accept the responsibility for the maintenance thereafter, unless otherwise specified.

## **A.12 SERVICE AND REPLACEMENT**

At any time during the Guarantee Period, the contractor awarded the contract will remove dead, unhealthy, unsightly, badly impaired plants, as determined by the Owner within a seven (7) work-day period after notification by Owner, unless other arrangements are made in writing. A schedule shall then be submitted in writing, by the Contractor, with a spring, fall or winter (whichever is first) replacement date.

All necessary plant replacements shall be installed with required accessory materials to include but not limited to new mulch, stakes, Fertilizer, Mycor™, pre-emergent herbicide, etc. as originally specified for each plant.

## **A.13 CLEAN UP**

Clean Up to Site: At the end of each day's work, the Contractor shall remove all trash and other debris resulting from his work from the site. At all times, rubbish and trash generated from the Contractor shall be kept clean for vehicular and pedestrian circulation throughout the site. Prior to the final acceptance, all paved areas adjacent to planting areas shall be cleaned thoroughly by sweeping and/or washing. All defacement or stains on paving or building caused by plant operations shall be removed at no additional cost to the Owner. All construction equipment, excess material tools, rubbish or debris shall be removed from the site. All drains on the sites that have accumulated soil, mulch or any other material due to the planting operation shall be cleaned to the approval of the Owner.

## **EXHIBIT B**

### **STANDARD PROFESSIONAL GROUNDS MAINTENANCE GENERAL SPECIFICATIONS FOR COUNTY OF YORK**

#### **Route 143 (Merrimac Trail)/Route 162 (Second Street) Landscape Corridor Plan**

#### **B.1 PRUNING:**

##### **I. General Pruning Operations**

- A. Ornamental trees up to 20' in height, and all ornamental shrubs will be pruned in accordance with the *Virginia Cooperative Extension* as outlined in *publication 430-456 Pruning Deciduous Trees*, *publication 430-457 Pruning Evergreen Trees*, and *publication 430-459 Pruning Shrubs*, and/or in accordance with the *Standard Practices of Pruning ANSI A300 and ANSI Z1333.1*.
- B. Preference will be given to Contractor providing a Project Supervisor, who holds a four-year college degree in an Arboriculture or Horticulture curriculum, is a certified member of the International Society of Arboriculture and the Virginia Nursery and Landscape Association. Copies of degree and certification to be provided.
- C. Individuals professionally trained in tree, shrub and ornamental plant pruning shall perform tree pruning. Preference will be given to contractor providing supervisor who is an I.S.A. certified Arborist. Copy of certification to be provided.
- D. All dead, dying, broken and/or diseased plant material, as well as water sprouts and sucker growth, shall be removed regularly as the situation occurs. Branches and plant material that interfere with walkways, entryways and signage, shall be removed regularly as the situation occurs.
- E. All walks, pavements and roadways shall be swept or blown clean upon completion of the days work, and all debris resulting from pruning must be removed from the site immediately upon completion of the days work.

##### **II Shrub Maintenance**

- A. All ornamental shrubs shall be thinned and pruned selectively with hand pruners and/or loppers to maintain size and allow them to grow in a natural state. **Shearing of shrubs will require prior approval from the Owner.**
- B. Special attention should be given to boarder plantings. Pruning of these shrubs should not limit their effectiveness to shield utilities, fencing, etc. However,

pruning is to be performed to maintain health, vigor, size, and natural shape of plant. No plant shall be reduced by more than 1/3 the whole.

- C. The schedule for pruning shall be in accordance with the *Virginia Cooperative Extension Calendar for Pruning Landscape Trees and Shrubs for the Peninsula*. **Pruning** of most ornamental shrubs will take place (1) time per year in January/February with an additional light pruning in June/July if required. Spring blooming shrubs shall be pruned in late spring (April /May) or **after** they complete their bloom cycle.

### III Tree Maintenance

- A. Deciduous trees up to 20' shall receive corrective pruning to remove damaged wood and rubbing branches (1) time per year during the winter months January, February or March (during the dormant season), in an effort to train and shape young or newly planted trees and to maintain their healthy state.
- B. Evergreen trees shall be allowed to grow in their natural form. Pruning of evergreen trees will consist of removal of dead, diseased, and damaged branches only. Any additional corrective pruning requires prior approval from the Owner.
- C. All flowering trees are to be pruned **only after** their bloom cycles are complete.
- D. **Pruning of Crepe Myrtle will require prior approval from the Owner.**

### IV Ornamental Grasses, Perennials, and Groundcovers

- A. Ornamental grasses shall be cut back one (1) time per year in the months of February and March and pruned throughout the growing season to maintain a neat and healthy appearance.
- B. Flowering perennials are to be cut back one (1) time per year in the months of February and March, and shall be deadheaded and pruned throughout the growing season to remove spent blooms, brown stalks, etc. as required to maintain a neat and healthy appearance.
- C. Groundcovers are to be edged and pruned as required to contain them within their borders, and maintain their low growing habit throughout the growing season. Evergreen groundcovers shall be cut back in late winter as required to establish a healthy appearance.

## B.2 FERTILIZATION:

### I. General Fertilization Operations:

- A. Fertilization of ornamental trees and shrubs shall be performed in accordance with Virginia Cooperative Extension Standards as outlined in publication 430-018 and /or with *ANSI A300 Part 2 Tree, Shrub, and Other Woody Plant Maintenance Standard Practices as applicable*.
- B. Fertilization of Turf shall be in accordance with the *Virginia Cooperative Extension's publication 430-11, Lawn Fertilization in Virginia* for specific recommendations.

- C. A professionally trained individual, currently certified with the Virginia Department of Agriculture and Consumer services as a Certified Commercial Pesticide Application, category 3, shall perform fertilization. Certification must be provided.
- D. At the start of each contract year, the Contractor shall collect soil samples for diagnosis at a research laboratory, and will supply the Owner with a soil analysis report for the property where fertilization is to occur. Diagnostic report must include the following: ph, N, P, K, CA, Mg, Fe, CEC, OM%, Na and soluble salts. The report must accurately depict corrective action and will make recommendation for a prescription fertilization program to correct any deficiencies.
- E. Contractor shall take full responsibility for the replacement of shrubs, trees, groundcovers, flowers and turf grass, without limitation, that have been damaged by improper application or lack of timely application of nutrients that are necessary to maintain healthy plant material.

## **II. Tree Fertilization**

- A. All ornamental trees less than 20' shall be fertilized one (1) time per year in March.
- B. Deciduous trees shall be fertilized with a complete, slow released fertilizer with Nitrogen, Phosphoric acid and Potash at a ratio of 3-1-2 or 3-1-1, at a rate of 3-6 pounds of Nitrogen per 1000 square feet using the most effective method of application.
- C. Evergreen trees shall be fertilized with a complete, slow released fertilizer with Nitrogen, Phosphoric acid and Potash at a ratio of 3-1-2 or 3-1-1, at a rate of 1-3 pounds of Nitrogen per 1000 square feet using the most effective methods of application.
- D. The preferred method is water-soluble fertilizer application with a pressurized shallow soil injection system. Fertilizer will be applied evenly from trunk to drip line. Fertilizer recommendations and applications methods to be used shall be approved by the owner.
- E. Contractor will furnish all labels of all fertilizers being used with this contract.

## **III. Shrub and Groundcover Fertilization**

- A. Evergreen shrubs and groundcovers shall be fertilized with a complete, slow released fertilizer with nitrogen, phosphoric acid and potash at a ratio of 3-1-2 or 3-1-1, at a rate of 1-3 pounds of nitrogen per 1000 square feet using the most effective methods of application each spring during the mulching period.
- B. Evergreen shrubs shall be fertilized with a complete, slow released fertilizer with nitrogen, phosphoric acid and potash at a ratio of 3-1-2 or 3-1-1, at a rate of 1-3 pounds of Nitrogen per 1000 square feet using the most effective methods of application each spring during the mulching season.

- C. Acid loving plants shall be fertilized with an ericaceous fertilizer, such as Hollytone, at the manufacturer's recommended rate each spring during the mulching season.
- D. Contractor will furnish all labels of all fertilizers being used with this contract.

### **B.3 INTEGRATED PEST MANAGEMENT:**

#### **I. General Pest Management**

- A. Pest Management, monitoring, for insect and disease related problems shall be performed by a professionally trained individual currently certified with the **Virginia Department of Agriculture and Consumer Services as a Certified Commercial Pesticide Application, category 3.** Certification must be provided.
- B. Chemical application for insect and disease related problems shall be made by individual currently certified with **the Virginia Department of Agriculture and Consumer Services as a Certified Commercial Pesticide Application, category 3.** Certification must be provided.
- C. Contractor shall provide the Owner a written Integrated Pest Management program with a brief description of what can be expected with each scheduled inspection and any routine preventatives the Contractors intends to use (i.e. Dormant Oil).
- D. Contractor shall furnish all labels for chemicals being used in conjunction with this contract.
- E. Contractor shall take full responsibility for the replacement of shrubs, trees, groundcovers, flowers and turf grass, without limitation, that have been damaged by improper chemical application or lack of timely chemical applications that are necessary to maintain healthy plant material.

#### **II. Ornamental Shrubs and Trees**

- A. Contractor will make complete site visits to each property to monitor all ornamental shrubs and trees that are under 25' in height.  
The contractor will make a minimum of six (6) site visits per year in the months of March, April, May, June, July, and October for insects, and disease related problems.
- B. Following each site visit the Contractor shall provide a recommended treatment plan, which will identify any insect or disease, related problems identified at time of inspection, and any recommended methods for control to be administered. The recommended treatment plan shall follow industry Best Management Practices.

### **B.4 EDGING**

#### **I. Ornamental Beds and Tree Collars**

- A. Prior to mulching all shrub beds, flowerbeds, and groundcover beds shall be edged with a mechanical edger to a neat vertical uniform line (or "V" shaped trench) sufficient to retain the mulch in its designated area and to deter weed encroachment from adjacent vegetated areas. Turf shall be edged 12" out from drip line of shrubs, groundcovers and flowerbeds.

- B. If the individual tree collar requires edging, manual edging shall be performed. At no time shall a mechanical edger, creating a trench be used around the tree collar.
- C. Dirt and debris produced by edging shall not be left in the planting bed or tree collar and shall be removed completely from site following completion of work.
- D. Edging shall be done in such a way as to not damage tree and shrub roots.
- E. Edging shall be done in such a way as to not damage property including but not limited to: irrigation system, paver blocks, concrete, or any other hard surface material. The Contractor shall be responsible for repairing damage to any of these items caused by maintenance operations.

## **B.5 WEED CONTROL OF ORNAMENTAL LANDSCAPE & TURF AREAS:**

### **I. General Weed Control:**

- A. Chemical applications of pre-emergent herbicide and post-emergent herbicide shall be made by individual currently certified with the **Virginia Department of Agriculture and Consumer Services** as a **Certified Commercial Pesticide Application, category 3**. Certification must be provided.
- B. Contractor shall furnish all labels for chemicals being used in conjunction with this contract.
- C. Contractor shall take full responsibility for the replacement of shrubs, trees, groundcovers, flowers and turf grass, without limitation, that have been damaged by improper application of herbicides.

### **II. Ornamental Landscape and Hard Surface Areas**

- A. Ornamental shrub, and flower beds, and tree collars shall be weeded on a continuous basis throughout the growing season to maintain a neat, weed free appearance at all times. This is to include any vegetation that is visibly present when contractor is on the property. This will be performed through the use of pre-emergent herbicide prior to mulching and post-emergent herbicide and hand weeding on continuous basis. Brown vegetation resulting from post-emergent herbicide application shall be removed either by hand pulling or if a large area, raking top layer of mulch to leave a clean, neat appearance.
- B. Grass weeds shall be controlled in daylily, daffodil, and perennial beds with an application of Ornamec® over the top herbicide in early spring (March/April).
- C. Weeds shall be controlled in hard surface areas (sidewalks, curbs, and pavement) by using non-selective post emergent herbicide and/or pre-emergent herbicide on a continuous basis throughout the growing season. This is to include any vegetation that is visibly present when contractor is on the property.
- D. Where commercial herbicides may cause damage to sensitive plants (shrubs, perennials, seasonal color, bulbs, ground covers, etc.) and or waterways. Weeds are to be pulled by hand to minimize plant loss or damage.

- E. Fence lines located within and/or surrounding the contracted property shall be maintained by hand pulling, weed eater or chemical herbicide application.

### **III. Turf Areas**

- A. Contractor will monitor all turf for winter and summer broadleaf weeds.
- B. Contractor shall provide a plan for weed control, which utilizes material and rates recommended in the current issue of the *Virginia Cooperative Extension Pest Management Guide* as outlined in publication 456-018 *Horticulture and Forestry Crop* and publication 456-017 *Home Ground and Animals*. Contractor will use caution to avoid over spray of chemicals.
- C. Winter weeds such as chickweed, dandelion, henbit, buttercup and German Moss shall be controlled with a combination of 2,4-D and Dicamba or MCPP between November 15<sup>th</sup> and December 15<sup>th</sup>.
- D. Additional control of winter weeds and to control summer weeds such as lespedeza and plantains shall be obtained with a combination of 2,4-D and Dicamba or MCPP when the temperatures reach 60 degrees Fahrenheit, between March 1<sup>st</sup>- and May 1<sup>st</sup>.

## **B.6 MULCH SUPPLY AND INSTALLATION SPECIFICATIONS**

### **I. Mulch Material**

- A. Contractor shall supply Grade A, Double “Shredded Hardwood Bark” Mulch, one or more years old. It shall be uniformly shredded, of uniform brown color and free of twigs, leaves, and materials injurious to plant growth. The use of shredded bark from the American Elm (*Ulmus Americana*) will not be permitted.
- B. Pine needle mulch shall arrive in tightly bound bales, largely free of any leaf, grass, weed or trash debris.
- C. Prior to application, Contractor shall provide a sample of the mulch to the Owners for approval.

### **II. Mulch Application**

- A. All areas to be mulched are to be free of all weeds prior to mulching.
- B. If existing mulch thickness is more than four (4) inches, existing mulch must be removed prior to mulching.
- C. Mulch shall be applied over all tree collars, shrub beds and groundcover areas one (1) time per year during the winter months February/March.
- D. Mulch will be applied uniformly in 3” thickness over entire designated planting bed and individual tree collar, including any existing water wells

- E. When mulching individual tree collars, care shall be taken to avoid application of mulch greater than one inch (1") in depth immediately adjacent to the tree trunk.
- F. Fertilizer and pre-emergent herbicides shall be in place prior to mulching.

#### **B.7 LEAF REMOVAL:**

- A. Leaf removal will be performed October through February. Leaves will be removed from all tree and shrub beds and groundcover beds with each visit or until leaf disbursement cease.
- B. All walks, pavements and roadways shall be swept or blown clean upon completion of the days work, and all debris resulting from leaf removal must be removed from the site immediately upon completion of the day's work.
- C. Natural leaf drop in natural wooded areas will not need to be removed.

#### **B.8 PROPERTY CLEANUP:**

- A. Contractor shall remove all paper, plastic, metal, trash, or other debris, and accumulated leaves, fallen pinecones, sticks and branches from overhanging trees, or other material from the site prior to each operation.
- B. All walks, pavements, and roadways shall be swept or blown clean upon completion of the day's work, and all debris resulting from the day's work must be removed from the site immediately upon completion of the day's work.
- C. The site will receive a general clean up monthly including the winter months. Contractor shall clean up curbs and parking areas of landscape debris, and removing all trash and unwanted debris from landscaped areas.

#### **B.9 WATERING OF PLANT MATERIAL:**

##### **I. Newly Installed Plants**

- A. During the establishment period the Contractor shall water each plant with the following minimum quantities of water for each watering, unless otherwise directed by the Owner:
 

A) Deciduous Trees over 10' Ht.	-	12 gallons per pit
B) Deciduous Trees 10' Ht. or less	-	6 gallons per pit
C) Evergreen Trees	-	8 gallons per pit
D) Shrubs over 18" Ht.	-	2 gallons per pit
E) Shrubs under 18" Ht.	-	1 gallon per pit
F) Ground Covers and Vines	-	0.25 gallon per pit
- B. Contractor shall water plants if 50% or more of the above ground portion is healthy and free of disease, damage, and infestation at the following minimum frequencies for a maximum total of 18 times per year unless otherwise directed by the Owner:



- A) Every 4 weeks during the period between April 1<sup>st</sup> and May 31<sup>th</sup>
- B) Every 2 weeks during the period between June 1<sup>st</sup> and September 30<sup>th</sup>
- C) Every 4 weeks during the period between October 1<sup>st</sup> and November 30<sup>th</sup>

The frequency of watering is dependant on weather conditions. A “Unit” credit will be given to the Owner for watering if fewer than 18 times.

**EXHIBIT C****PLANT AND MATERIAL LIST****FOR COUNTY OF YORK****Route 143 (Merrimac Trail)/ Route 162 (Second Street)****Landscape Corridor Plan****(per plan)**

<b>KEY</b>	<b>COMMON NAME</b>	<b>SCIENTIFIC NAME</b>	<b>SIZE</b>	<b>QUANTITY</b>
	<b>TREE</b>			
P	Cleveland Seclect Pear	Pyrus calleryana 'Cleveland Select'	2" caliper	20
D	Dawn Redwood	Metasequoia glyptostroboides	2" caliper	12
WC	Weeping Cherry	Prunus subhirtella 'Pendula'	2" caliper	11
W	Winter King Hawthorn	Crataegus viridis 'Winter King'	2" caliper	59
Z	Zelkova	Zelkova serrata 'Green Vase'	2" caliper	22
DC	Deodora Cedar	Cedrus deodora	8-10' height	12
	<b>SHRUB</b>			
aj	Andora Juniper	Juniper horizontalis 'Youngstown'	1 gallon/12-18" width	290
bb	Compact Burning Bush	Euonymous alatus 'Compacta'	3 gallons/24-36" height	181
n	Harbor Dwarf Nandina	Nandina domestica 'Harbor Dwarf'	3 gallons/18-24" heightt.	788
	<b>PERENNIAL</b>			
bs	Black Eyed Susan	Rudbeckia fulgida 'Goldstrum'	1 gallon	221
fg	Fountain Grass 'Hamelyn'	Pennisetum alopecuroides 'Hamelyn'	1 gallon	241
	<b>MATERIALS</b>			<b>(Estimated)</b>
	Shredded Hardwood Mulch	3" layer on shrub and perennial beds & tree collars	Cubic Yards	185
	Topsoil Mixture	3" layer tilled into shrub and perennial beds to create raised bed	Cubic Yards	170
	Ornamental Slow Release Tablet Fertilizer	Trees = 2 tablets per 1" cal. Evergreens = 1 tablet per foot of height or spread	25lb/500 tablet container	2
	Osmocote Slow Release Fertilizer	Incorporated (tilling) into soil mixture of shrub and perennial bed at 14lb per 1000 sq ft		85lbs

Snapshot® 2.5 TG	Label rate applied prior to mulch to all tree collars and shrub beds. *Do not apply around perennials and ornamental grasses.	50 lb bag	1
Mycor™ Tree Saver	Trees : (1) 3oz pack per 1” cal. Shrubs: (1) 3 oz pack per 1ft diameter of root ball.	3 oz package	1667
Wood Stakes			272
Nylon Straps			272

SAMPLE CONTRACT FORM

Agreement No. \_\_\_\_\_

This AGREEMENT, dated this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, is by and between YORK COUNTY, VIRGINIA (a political subdivision of the Commonwealth of Virginia); hereinafter called the Owner; and \_\_\_\_\_ (a corporation organized and existing under the laws of the Commonwealth of Virginia); hereinafter called the Contractor.

WITNESSETH: The Owner and Contractor, for the consideration stated herein, agree as follows:

Scope of Work:

The Contractor shall perform all required work and shall provide and furnish all materials, plant materials, equipment, labor, supervision, necessary tools, expendable equipment and transportation service and all else required to complete the installation of:

Landscape Enhancements on the Public Rights of Way Along Route 143 (Merrimac Trail) and Route 162 (Second Street) from the City of Williamsburg line to Penniman Road.

all in strict accordance with the Plans and Specifications, including any and all Addenda, and in strict compliance with the Contract Documents hereinafter enumerated.

It is understood and agreed that said labor, materials, tools, equipment and service shall be furnished and said work performed and completed under the direction and supervision of the Contractor and subject to the approval of the Owner or its authorized representative.

Guarantee:

All plant materials and equipment, furnished by the Contractor, and all construction involved in this Contract shall be and the same are hereby guaranteed by the Contractor free from defects owing to faulty materials or workmanship and all plants are guaranteed to be free of disease and be viable for a period of one year after date of substantial completion of the work as set out in IFB #1534 which is incorporated here in by reference. All work which proves defective, by reason of faulty material or workmanship within said period of one year, shall be replaced by the Contractor free of cost to the Owner. Nothing herein shall be deemed as a waiver of any other available remedy for contract default, or as the waiver of any applicable statutory limitations period for actions for contract default.

THE BID SCHEDULE OF THE SUCCESSFUL BIDDER  
SHALL BE CONFORMED AND INSERTED HEREIN  
TO BECOME A PART OF THE COMPLETED CONTRACT DOCUMENTS

Contract Price:

The Owner shall pay the Contractor as just compensation for the performance of this Contract, subject to any additions or deductions as provided in the Contract Documents, the unit price as contained in the Bid Schedule attached hereto.

The Contract Amount is \_\_\_\_\_

(\$\_\_\_\_\_) based upon unit and lump sum prices extended as herein contained.

Payments:

The Owner will pay to the Contractor, the amount specified herein, upon receipt of an acceptable invoice. Invoices may not be submitted any less than thirty (30) days apart.

Time:

The undersigned Contractor agrees to commence work within (10) calendar days after the date of Notice to Proceed and further agrees to complete the Contract Work within the following specified time limits:

ALL CONTRACT WORK 60 CALENDAR DAYS FROM DATE OF NOTICE TO PROCEED

THIS AGREEMENT SHALL BE BINDING UPON ALL PARTIES HERETO AND THEIR RESPECTIVE HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, AND ASSIGNS.

Component Parts of the Contract:

This Contract consists of the following component parts, all of which are hereby made a part hereof as if herein set out in full:

1. Advertisement for Bids, dated \_\_\_\_\_
2. Invitation for Bid
3. Invitation for Bids (IFB) No. 1534 plus any and all addenda and exhibits thereto
4. General Conditions
5. Certificate of Insurance
6. Contractor's License (if required)
7. Notice of Award
8. Notice to Proceed
9. Change Orders (if any)
10. Warranty/Guarantee
11. Other Documents as may be required by law or appended hereto
12. Plans and Drawings were prepared by: K. Hall and are Numbered: 1 thru 5 and dated July, 2006
13. Specifications prepared or issued by: Department of General Services, Grounds Maintenance Division and Central Purchasing and dated

## ADDENDA:

No. \_\_\_\_\_, dated \_\_\_\_\_, 200\_

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written in ( 4 ) counter-parts each of which shall for all purposes be deemed an original.

## ATTEST:

\_\_\_\_\_  
NAMECounty of York, Virginia  
OWNER\_\_\_\_\_  
TITLE\_\_\_\_\_  
BYCounty Administrator  
TITLE

## ATTEST:

\_\_\_\_\_  
NAME\_\_\_\_\_  
CONTRACTOR\_\_\_\_\_  
TITLE\_\_\_\_\_  
BY\_\_\_\_\_  
TITLE

## CONTRACTOR'S ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

---

CONTRACTOR'S FEDERAL I. D. NO.

---

APPROVED AS TO FORM:

---

COUNTY ATTORNEY

RESERVED FOR CERTIFICATE OF INSURANCE,  
AND ADDITIONAL INSURED FORM GL-20-10

OR OTHER SATISFACTORY EVIDENCE OF REQUIRED COVERAGE

CONTRACT FORM  
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that

\_\_\_\_\_  
(Name of Contractor)

a \_\_\_\_\_, hereinafter call the Principal,  
(Corporation, Partnership or Individual)

and \_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto \_\_\_\_\_

County of York, Virginia  
(Name of Owner)

P. O. Box 532, Yorktown, Virginia 23690  
(Address of Owner)

hereinafter called Owner, in the penal sum of \_\_\_\_\_

\_\_\_\_\_  
Dollars, (\$\_\_\_\_\_), in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Contract with the Owner, dated the \_\_\_\_ day of \_\_\_\_\_ 200\_\_, a copy of which is hereto attached and made a part hereof for the installation of:

Landscape Enhancements on the Public Right of Way Along Route 143 (Merrimac Trail) and Route 162 (Second Street) from the City of Williamsburg line to Penniman Road.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing material for or performing labor in the prosecution of the work provided for in such Contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment,



tools, consumed or used in connection with the construction of such Work, and all insurance premiums on said Work, and for all labor, performed in such Work whether by Subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to Work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or the Specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in 4 counterparts each one of which shall be deemed an original, this the \_\_\_\_ day of \_\_\_\_\_ 200\_.

ATTEST:

\_\_\_\_\_  
(PRINCIPAL) SECRETARY

SEAL

\_\_\_\_\_  
PRINCIPAL

BY \_\_\_\_\_

\_\_\_\_\_  
WITNESS TO PRINCIPAL

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
ADDRESS

ATTEST:

\_\_\_\_\_  
(SURETY) SECRETARY

SEAL

\_\_\_\_\_  
SURETY

BY \_\_\_\_\_  
(ATTORNEY-IN-FACT)

\_\_\_\_\_  
WITNESS AS TO SURETY

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
ADDRESS

NOTE: Date of Bond must be as to date of Contract. If Contractor is Partnership, all partners should execute Bond.

CONTRACT FORM  
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that

\_\_\_\_\_  
(Name of Contractor)

a \_\_\_\_\_, hereinafter call the Principal,  
(Corporation, Partnership or Individual)

and \_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto \_\_\_\_\_

\_\_\_\_\_  
County of York, Virginia

(Name of Owner)

\_\_\_\_\_  
P O Box 532, Yorktown, Virginia 23690

(Address of Owner)

hereinafter called Owner, in the penal sum of \_\_\_\_\_

\_\_\_\_\_  
Dollars, (\$ \_\_\_\_\_), in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, a copy of which is hereto attached and made a part hereof for the installation/service of:

Landscape Enhancements on the Public Rights of Way Along Route 143 (Merrimac Trail) and Route 162 (Second Street) from the City of Williamsburg line to Penniman Road.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the

Surety and during the one year guarantee period, and if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to Work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or the Specifications.

PROVIDED, FURTHER, that no default settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in 4 counterparts each one of which shall be deemed an original, this the \_\_\_\_ day of \_\_\_, 200\_.

ATTEST:

\_\_\_\_\_  
(PRINCIPAL) SECRETARY

SEAL

\_\_\_\_\_  
PRINCIPAL

BY \_\_\_\_\_

\_\_\_\_\_  
WITNESS TO PRINCIPAL

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
ADDRESS

ATTEST:

\_\_\_\_\_  
(SURETY) SECRETARY

BY \_\_\_\_\_  
SEAL

\_\_\_\_\_  
SURETY

\_\_\_\_\_  
(ATTORNEY-IN-FACT)

\_\_\_\_\_  
WITNESS AS TO SURETY

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
ADDRESS

NOTE: Date of Bond must be as to date of Contract. If Contractor is Partnership, all partners should execute Bond.